

## **Terms & Conditions: IGA Tasmania Supermarkets - 'Share in \$75,000 of Prizes' also known as "IGA Tasmania's Big Giveaway" Competition**

### **Acceptance by you**

1. The IGA Supermarkets Tasmania "Share in \$75,000 of Prizes" Competition ("the competition") is provided by Tasmanian Independent Retailers Co-Operative Society Ltd ABN 89 743 048 843 of 8 Translink Ave, Western Junction, Tas ("the Promoter").

This competition is conducted under the conditions that govern a "Trade Promotion" in Tasmania.

These terms and conditions (including without limitation the information on how to enter and prize details which we publish in relation to the competition) apply to the competition. By entering the competition, you acknowledge that you have read and understood, and agree to be bound by these terms and conditions.

IF YOU DO NOT ACCEPT THESE CONDITIONS YOU MUST NOT ENTER THE COMPETITION.

### **Entering the competition**

2. Entry is open to Tasmanian residents who purchase product/s from the brands indicated from a Tasmanian IGA Store during the promotional period. To enter you must, complete a transaction valued at \$25 (inclusive of GST) or more (excluding tobacco, liquor, fuel, phone and gift card purchases) including a product from a participating brand. The receipt total of \$25 or over must be entered in the applicable fields along with all other required details. To claim a prize participants must be able to provide the proof of purchase when requested. All entries will be eligible for each draw from the time they are submitted until the competition concludes. If drawn as a weekly winner you will be ineligible for more weekly prizes. All valid entries including weekly winners will be eligible for one of the 7 Grand prizes drawn including (Mercedes A180 (Polar White)). Winners will be drawn in groups. Employees and immediate family members of the Promoter and its agencies associated with this promotion, including owners and employees of Tasmanian IGA supermarkets, are ineligible to enter the competition. If you are aged under 18, you must seek the consent of your parent or legal guardian before entering this competition.

3. There is no cost to enter the competition.

4. The competition runs from 1st July 2020 at 00.01am Australian Eastern Standard Time (AEDT) until 28th July 2020 at 11.59pm (AEDT) ("Promotional Period"). Purchases must be made between and including 1st July 2020 until and including 28th July 2020. The ability to enter the competition will conclude 28th July 2020 at 11.59pm.

5. Multiple entries from a single receipt will be considered valid if each entry has a separate eligible product listed on the receipt and the multiple entries online entry form completed. One entry per eligible product. If more entries are made than valid products listed on the receipt all entries for the receipt will be deemed invalid and removed from the draw (no prize will be issued).

6. Any form of automated entry using any other devices or software will be deemed to be invalid. We reserve the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these conditions.

### **Prizes and winners**

## Weekly Prizes

7. There will be 56 prizes of \$250 in IGA Gift Cards given away during the 28 days of the promotional period with draws held each week of the promotional period. 14 winners will be drawn for each week for 4 weeks. All valid registrations will be entered into the prize draw as per the table that follows.

## Grand Prizes

Seven (7) people (names) will be drawn to attend Buckby Mercedes (Launceston) on the 5<sup>th</sup> August 2020 at 1pm for the chance to win 1 of 7 prizes. If the person drawn is unable to attend a proxy can be nominated to attend on their behalf or if requested a proxy can be provided by IGA Tasmania (Tasmanian Independent Retailers) any person acting as a proxy's will not be eligible to claim any part of any prize, the original person (name) drawn will be awarded the prize. Any travel and or time costs for attending the grand prize draw at (Buckby Mercedes-Benz Launceston) will be at the entrant's expense.

Grand Prizes will be drawn on the Wednesday 5<sup>th</sup> August.

One (1) Grand Prize will be drawn for a Mercedes A180, Exterior 149- Polar White, Interior Black ARTICO Man-made Leather (Automatic), (Value approximately \$50,821.43 (drive away) at time of purchase).

Six (6) Grand Prizes will be drawn for \*Tasmanian Holiday Vouchers, (2 each) for Cradle Mountain Hotel, Freycinet Lodge (Coastal Mountain Terrace) and Strahan Village as below:

(Freycinet) Mountain Terrace x 2 nights for 2 guests, 2x Breakfast, 1x Lunch, 2x 3 Course Dinner for 2, (Provided as vouchers to the value of \$1,998)

Cradle Mountain Hotel x 2 nights for 2 guests in a Split Level King Room, 2x Buffet Breakfast, 1x Lunch, 2x Buffet Dinner, (Provided as vouchers to the value of \$1,466)

Strahan Village x 2 nights for 2 guests in 'Village Waterfront Exec Spa', 2x Buffet Breakfast, 2x 3 Course Dinner for 2 or Buffet dinner, Gordon River Cruise for 2, (Provided as vouchers to the value of \$1,932)

*\*Full details of Tasmanian Holidays to be provided to winners. Tasmanian holidays will be provided on an "as is" bases any customisation is the sole responsibility of the winner and to be negotiate with the accommodation providers direct, any additional costs are to be covered by themselves. Peak period exclusions may apply, some activities may not be available at certain times of the year or due to weather conditions.*

The weekly prize draws will take place 8 Translink Ave, Western Junction, Tas on the times and dates in the table below.

Week	Start Date	Start Time (AEDT)	Close Date	Close Time (AEDT)	Draw Date	Draw Time	Prize Description	Winners Notification Date
1	01/07/2020	0:01	07/07/2020	23:59	09/07/2020	10.00am	14 x \$250 IGA Gift Cards	10/07/2020

2	01/07/2020	0:01	14/07/2020	23:59	15/07/2020	10.00am	14 x \$250 IGA Gift Cards	16/07/2020
3	01/07/2020	0:01	21/07/2020	23:59	22/07/2020	10.00am	14 x \$250 IGA Gift Cards	23/07/2020
4	01/07/2020	0:01	28/07/2020	23:59	29/08/2020	10.00am	14 x \$250 IGA Gift Cards	30/08/2020
Grand Prize Attendees Draw *	01/07/2020	0:01	28/07/2020	23:59	30/07/2020	10.00am	7 x Invitations to attend a Prize draw, to be conducted at Buckby Mercedes  (Launceston)	01/08/2020

Prizes to be drawn at Buckby Mercedes Launceston on Wednesday 5<sup>th</sup> August 2020 include:

One (1) Mercedes A180 (Automatic), Black ARTICO Man-made Leather, (Colour) Polar White (Value at time of Purchase \$50,821.43)

Six (6) Tasmanian RACT Holiday Packages, Two (2) Cradle Mountain Hotel Packages (valued at \$1,466 each), Two (2) Freycinet Mountain Terrace Packages (Valued at \$1,998 each), Two (2) Strahan Village Packages (Valued at \$1,932 each)

Prize Draw will be as follows:

Entrants will select an envelope with a number inside to determine the draw order. In this order each entrant will be given the opportunity to select from a maximum of 7 keys\* of which only 1 will open the car (Mercedes A180) if the key opens the car that entrant has won the car. \* The number of keys will reduce by 1 as each entrant takes their turn. Entrants that select a key that does not open the car (Mercedes A180) will select one (1) holiday from six (6) Tasmanian Holidays, Three (3) different destinations (Strahan Village, Cradle Mountain Hotel or Freycinet Mountain Terrace) if the car is won before an entrants turn to select a key they will go straight to selecting from the remaining holiday prizes.

Second Chance Draw	01/07/2020	0:01	28/07/2020	23:59	10/08/2020 If needed	10.00am	Unclaimed Prizes	11/08/2020
--------------------------	------------	------	------------	-------	-------------------------	---------	---------------------	------------

The total value of the prize pool is \$75,613.43 (Mercedes A180 \$50,821.43, Tasmanian Holidays \$10,792, IGA Gift Cards \$14,000)

8. If the prize winner is under 18 years the prize will be awarded on their behalf to their parent or guardian.

9. Prize is not transferable

10. A maximum of one (1) weekly prize will be awarded to each entrant during the promotional period.

11. The Promoter will contact all prize winners via email within one (1) day of them winning their prize to confirm their postal address details. Winners must respond within five (5) days and update their address details to claim their prize. Winners must provide proof of purchase upon request if not provided at time of entry. This can be provided by

- Email a clear photo of your receipt or a scanned copy to [competitions@igatas.com.au](mailto:competitions@igatas.com.au) ;
- Mail a copy or actual receipt to Attn: TIR Advertising, Locked Bag 4, Launceston TAS, 7250 ;
- Or you can fax it to 6391 0299.

12. Winners who have not responded within five (5) days with their proof of purchase will forfeit their prizes. Forfeited prizes will be returned to the prize pool during the next draw or the 'Second Chance Draw' at the end of the promotional period if needed.

13. IGA Gift Card Prizes will be sent to the winners within 7 days of validation of their winning entry.

14. All entries are deemed to be received at the time of receipt into the competition database and NOT at the time of transmission by the entrant.

15. If any prizes remain unclaimed by close of business on 08/08/2020, the Promoter may conduct an unclaimed "Second Chance" prize draw at the same place as the original prize draw on 10/08/2020 at 10am to award the prize, subject to any written directions from any regulatory authority. The winner of any unclaimed prize will receive a winner's email within a day of being drawn.

16. The competition prize cannot be exchanged for cash. This competition voucher prizes are valid for 12 months after validation date.

## **Disclaimers**

17. We are not responsible for any incorrect or inaccurate information, either caused by you or for any of the equipment or programming associated with or utilised in the competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

18. We are not responsible for lost, late, incomprehensible or incorrect entries in the competition. We also accept no responsibility for any tax implications that may arise from prize winnings in the competition. You should seek independent financial advice about such matters.

19. In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside our reasonable control, we are entitled to cancel, terminate, modify or suspend the competition - subject to any written directions from the various regulatory bodies responsible for supervising the conduct of the competition (the Lotteries Departments).

20. If for any reason the competition is not capable of running as planned (including but not limited to) technical failures,

unauthorised intervention, fraud or any other causes beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this competition, we are entitled in our sole discretion to disqualify any individual who tampers with the entry process, and (subject to any written directions given by the various Lotteries Departments), to cancel, terminate, modify or suspend the competition.

### **Exclusions and our liability**

21. We shall not be liable for any loss or damage whatsoever which is suffered (including without limitation direct, indirect and consequential loss and damages) or for personal injury suffered or sustained as a result of entering or trying to enter the competition or accepting any prize offered as part of the competition, except for any liability which cannot be excluded by law.

22. The law implies various conditions and warranties which might apply to us supplying goods or services to you. We exclude all of those conditions and warranties to the fullest extent permitted by law, including without limitation implied warranties of merchantability and fitness for a particular purpose.

23. Provisions of the Trade Practices Act 1974 and other statutes in some cases either cannot be excluded, restricted or modified; or can only be restricted or modified to a limited extent. If any of those provisions apply, then to the extent permitted our liability under those provisions is limited as set out below. Our liability in relation to goods we supply is limited at our option to: a) replacement of the goods or the supply of equivalent goods; or b) repair of the goods; or c) payment of the cost of replacing the goods or of acquiring equivalent goods; or d) payment of the cost of having the goods repaired; and our liability in relation to services we supply, is limited at our option to: a) the supplying of the services against; or b) the payment of the cost of having the services supplied again.

### **Virus Warning**

24. In entering the competition, you assume the risks and responsibility for any loss, damage or consequence resulting directly or indirectly from viruses, damage or other defects.

### **Termination**

25. We may terminate or cancel your entry in the competition immediately in our reasonable discretion or if you breach any of your obligations under these conditions.

### **Your personal information**

26. As a result of you entering the competition, we will collect certain personal information about you, such as your email address and mobile telephone number. Unless you object, this information may be used to (i) send you news, information about our other promotions or products and/or general marketing material which we believe may be of interest to you; (ii) provide you with news, information and material in relation to the competition; (iii) monitor who is entering the competition; (iv) profile entrants. We may share your personal information for any purpose incidental to your entering into and our operation of the competition. Some information about winners may be publicly published in promotion of the competition (i.e.: first name and suburb or town).

All entries become the property of the Promoter. By entering the competition, you are agreeing to receive further information from us delivered via email to the email address you registered when entering the competition. If you wish to stop receiving this information, an unsubscribe facility will also be given in each communication we send you. We collect your information so that you can participate in the competition. If you do not give us the information, you cannot participate. We may use this information for the purposes of the conduct of the competition and the compilation of survey results and evidence.

By entering the competition, you consent to us using and disclosing your personal information in these ways.

We will not disclose your personal information to third parties.

If you advise us that you do not wish us to use your personal information for any particular purpose, we will endeavour to take the necessary measures to meet your request. Exceptions to this are: (i) where we are required to disclose information by law; (ii) where we believe that the use or disclosure is reasonably necessary to assist a law enforcement agency or an agency responsible for government or public security as a necessary part of their business; and (iii) if we notify you of an intended use or disclosure of your information and you do not object to that use or disclosure.

#### **Telephone equipment and network access**

27. You are responsible for ensuring that you have online access required to enter the competition.

#### **You indemnify us**

28. You release and agree to keep us indemnified from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by us, our directors, employees, agents and representatives arising out of your entry in the competition or any claim by a third party arising from an act or omission by you.

#### **Failure to comply and severability**

29. We are not liable for any failure to comply with these conditions. If any part or provision in these conditions is found to be invalid, unenforceable or illegal for any reason, that part or provision shall be severed and the remaining provisions shall continue in full force.

#### **Entire agreement and governing law**

30. These conditions constitute the entire agreement between you and us as to its subject matter. By entering the competition, you accept that this agreement is to be interpreted, and any disputes are to be determined by the courts having jurisdiction in Tasmania, in accordance with the laws in force in Tasmania from time to time.